

February 3, 2005

Elizabeth O'Donnell, Executive Director
Kentucky Public Service Commission
211 Sower Blvd., PO Box 615
Frankfort, KY 40602

Re: First Amendment of Interconnection Agreement Between Bluegrass Cellular, Inc. acting as agent for itself and on behalf of KY RSA #3 Cellular General Partnership, KY RSA #4 Cellular General Partnership, and Cumberland Cellular Partnership and South Central Rural Telephone Cooperative Corporation, Inc.

By Overnight Delivery

Dear Ms. O'Donnell:

Enclosed for filing are one original and a soft copy filed via email to Bill Feldman of the *First Amendment of Interconnection Agreement Between Bluegrass Cellular, Inc. acting as agent for itself and on behalf of KY RSA #3 Cellular General Partnership, KY RSA #4 Cellular General Partnership, and Cumberland Cellular Partnership and South Central Rural Telephone Cooperative Corporation, Inc.* ("Amendment") filed on behalf Bluegrass Cellular, Inc. acting as agent for itself and on behalf of KY RSA #3 Cellular General Partnership, KY RSA #4 Cellular General Partnership, and Cumberland Cellular Partnership ("Bluegrass") and South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC"). This Amendment reflects the voluntary negotiations between Bluegrass and SCRTC, pursuant to §252(a) of the Telecommunications Act of 1996 ("Act"), and is being submitted to the Kentucky Public Service Commission ("PSC") pursuant to § 252(e) of the Act.

As required under § 252(e)(4) of the Act, the PSC is required to approve or reject the Amendment within ninety (90) days after submission by the parties of an agreement adopted by negotiation under § 252(a) of the Act. Should the PSC neither approve nor reject the Amendment within ninety (90) days of the submission of the Amendment, the Amendment shall be deemed to be approved.

Please do not hesitate to contact me with any questions.

Sincerely,

Donnie C. Bennett, Regulatory Manager
Enclosures

**First Amendment to the Interconnection
Between**

**Bluegrass Cellular, Inc. acting as agent for itself and on behalf of
KY RSA #3 Cellular General Partnership, KY RSA #4 Cellular General Partnership, and
Cumberland Cellular Partnership**

and

South Central Rural Telephone Cooperative Corporation, Inc.

Pursuant to this Amendment ("Amendment"), Bluegrass Cellular, Inc. acting as agent for itself and on behalf of KY RSA #3 Cellular General Partnership, KY RSA #4 Cellular General Partnership, and Cumberland Cellular Partnership (collectively, "Bluegrass") and South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC"), herein referred to collectively as "Parties", hereby amend the Interconnection Agreement between the Parties dated January 19, 2005 ("Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and any other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Interconnection Agreement is hereby amended to delete the Title Page and recital page to reflect the correct Carrier name(s) of the CMRS provider signing this agreement as shown in Exhibit 1 of this Amendment.
2. All other provisions of the Agreement, filed January 19, 2005, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 2 day of February, 2005.

South Central Rural Telephone Cooperative Corp. Inc.

Bluegrass Cellular, Inc. acting as agent for
itself and on behalf of KY RSA #3 Cellular
General Partnership, KY RSA #4 Cellular
General Partnership, and Cumberland
Cellular Partnership

By: _____

Forrest Wilson

By: _____

Ron Smith

Printed: Forrest Wilson

Printed: Ron Smith

Title: General Manager

Title: General Manager

Dated: _____

2-2-05

Dated: _____

2-10-05

References to “Bluegrass” in the Title and Recital pages are modified to show the full correct name of the Carrier as follows:

Bluegrass Cellular, Inc. acting as agent for itself and on behalf of KY RSA #3 Cellular General Partnership, KY RSA #4 Cellular General Partnership, and Cumberland Cellular Partnership

AGREEMENT

for

FACILITIES-BASED NETWORK INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT FOR TRANSPORT AND TERMINATION OF TELECOMMUNICATIONS TRAFFIC

CMRS-LEC AGREEMENT

Between

Bluegrass Cellular, Inc. acting as agent for itself and on behalf of
KY RSA #3 Cellular General Partnership, KY RSA #4 Cellular General
Partnership, and Cumberland Cellular Partnership
and

South Central Rural Telephone Cooperative Corporation, Inc.

AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION
AND RECIPROCAL COMPENSATION FOR TRANSPORT AND TERMINATION OF
TELECOMMUNICATIONS TRAFFIC
(CMRS-LEC AGREEMENT)

Pursuant to this Agreement for Facilities-Based Network Interconnection and Reciprocal Compensation Agreement for Transport and Termination of Telecommunications Traffic, South Central Rural Telephone Cooperative Corporation, Incorporated ("SCRTC") and CMRS PROVIDER ("Bluegrass") have agreed to interconnect with each other in order to exchange certain telecommunications traffic as specified below.

Recitals

WHEREAS, Bluegrass Cellular, Inc. acting as agent for itself and on behalf of KY RSA #3 Cellular General Partnership, KY RSA #4 Cellular General Partnership, and Cumberland Cellular Partnership is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS; and

WHEREAS, SCRTC is a local exchange carrier ("LEC") providing telecommunications services in the State of Kentucky; and

WHEREAS, the Parties desire to interconnect their respective CMRS and LEC network facilities for the purpose of delivery of specific traffic for transport and termination on the other Party's network; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SCRTC and Bluegrass, hereby agree as follows: